ELECTRICITY—RECOVERY OF PAYMENTS—MISTAKE OF FACT—ARMOUR PACKING COMPANY V. EDISON ELECTRIC ILLUMINATING CO. OF BROOKLYN, 100 N. Y. SUPP. 605.—*Held,* that where the customer of an electric company, who was unaware of the discrimination, paid the company in excess of that charged others for the same service and under the same circumstances, the payment was under a mistake of a material fact and the excess was recoverable.

The general rule is that a payment made by mistake of fact may be recovered, *Rutherford v. McIxor,* 21 Ala. 750. Lack of consideration is the true ground of the recovery. *Little v. Derby,* 7 Mich. 325. Knowledge of the facts, which disentitles the party from recovery must mean a knowledge existing at the time of payment. *Kelley v. Solari,* 9 Mees. and Wels, 54. It is no defense to an action to recover such money that the other party had the means of knowledge, but if money be paid in ignorance of a fact, which would have absolved the party paying it in law but not in morals and conscience, it would seem that there is not sufficient ground for recovery. *Story on Contracts,* Par. 422. There are minority dicta to the effect that only if the money be paid in ignorance of a material fact and without reasonable means of ascertaining it, is it recoverable, *Peterborough v. Lancaster,* 14 N. H. 382.

EMINENT DOMAIN—ELEMENTS OF DAMAGE—MEASURE OF DAMAGES.—RAUCK V. CITY OF CEDAR RAPIDS, 111 N. W. (IOWA) 1027.—*Held,* that in a proceeding to condemn land for a public use, the true measure of damages is the value of the property as a whole in the condition it was in at the date of the condemnation. Deemer and Ladd, JJ., *dissenting.*

In determining the value of land appropriated for public purposes, the same considerations are to be regarded as in a sale of property between private parties. *Boon Co. v. Patterson,* 98 U. S. 403. The value of the land taken is to be estimated irrespective of the benefit resulting to it from the proposed improvement, *Cobb v. Boston,* 112 Mass. 183, and *a fortiori* the estimate should be irrespective of the benefit resulting to adjacent lands. *San Diego T. & L. Co. v. Neale,* 78 Cal. 63. Some of the cases seem to lose the distinction between advanced prices caused by reason of the fact that the improvement was to be constructed and work done thereon, and advanced prices caused by the possible increase of value thereafter by reason of the prospective improvements having been constructed in that vicinity. *Sanitary Dist. v. Langbran,* 160 Ill. 362. It is the value at the time of taking, and not the value after the improvement is made, which should be considered. *Mills on Eminent Domain,* section 174; *Burt v. Wigglesworth,* 117 Mass. 302.

EVIDENCE—EXPERT TESTIMONY.—UNDERWOOD V. A. W. STEVENS CO., 112 N. W. 487 (MICH.).—*Held,* in an action for the burning of plaintiff's building by the operation of a traction engine by defendant's agents without a spark-arrester and with the damper open, it was proper to allow competent engineer to express an opinion as to whether the running of the engine past buildings with the damper open and no spark-arrester was a proper operation of the engine.

The rule is, that the opinion of experts as skilled witnesses is admissible in evidence in these cases in which the matter of inquiry is such that inexperienced persons are unlikely to prove capable of forming a correct judgment upon it, for the reason that the subject-matter so far partakes of the nature of a science, art or trade, as to require a previous habit, or experi-